

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: February 19, 2003

Division: Public Safety

Bulk Item: Yes X No     

Department: Emergency Management

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**AGENDA ITEM WORDING:** Approval of an agreement with Florida Department of Community Affairs regarding an Emergency Management Preparedness and Assistance Trust Fund Competitive Grant award in the amount of \$20,415.00 for the purchase of a portable emergency communications radio tower

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**ITEM BACKGROUND:** Emergency Management applied for grant funds available under the Emergency Management Preparedness and Assistance Competitive Grant Program for the purchase of a portable emergency communications radio tower. The attached agreement is for the funding of the tower, in the amount of \$20,415.00.

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**PREVIOUS RELEVANT BOCC ACTION:** On December 19, 2001, Board granted approval to apply for Emergency Management Preparedness and Assistance Competitive Grant for the purchase of a portable emergency communications radio tower. On June 19, 2002, Board approved the acceptance of the grant from the Department of Community Affairs for FY 2002-2003 in the amount of \$20,415 for the purchase of a portable emergency communications radio tower.

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**CONTRACT/AGREEMENT CHANGES:** This is a new contract.

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:**                     

**BUDGETED:** Yes      No     

**COST TO COUNTY:**                     

**SOURCE OF FUNDS:**                     

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year** \$20,415  
Grant Funds awarded from DCA

**APPROVED BY:** County Atty YES OMB/Purchasing YES Risk Management YES

**DEPARTMENT DIRECTOR APPROVAL:**                     

Irene Toner

**DIVISION DIRECTOR APPROVAL:**                     

James R. "Reggie" Paros

2/6/2003

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**                     

**AGENDA ITEM #** D44

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Department of Community Affairs      Effective Date: 07/01/02

Expiration Date: 06/30/03

Contract Purpose/Description: Emergency Preparedness and Assistance Trust Fund – purchase portable emergency communications radio tower for Emergency Management Dept.

Contract Manager: Jeff Manning      6325      Emergency Management  
(Name)      (Ext.)      (Department)

for BOCC meeting on 02/19/03

Agenda Deadline: 02/05/03

## CONTRACT COSTS

Total Dollar Value of Contract: \$20,415.00      Current Year Portion: \$20,415.00

Budgeted? Yes XX No      Account Codes: 125-13513-560630-GE0207-560630

Grant: \$20,415.00

County Match: \$0.00

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$0.00

For:

(Not included in dollar value above)

(eg. Maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	2/5/2003	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	2/6/2003
Risk Management		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Bill Gumban</i>	2/3/03
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Shirley A Baker</i>	2/3/03
County Attorney	1/23/03	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>OK 1/30/03</i> <i>Tutton</i>	1/30/03 1/23/03
Comments: <i>Fill in para 10(c) as specified in the June 28 letter, also 10(c)</i>				

Contract Number: 03CG-10-11-54-01-083

CSFA Number: 52.009

## STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Monroe County Board of County Commissioners, (hereinafter referred to as the "Recipient").

### THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Department is authorized, pursuant to Section 252.373, Florida Statutes, and Rule Chapter 9G-19, Florida Administrative Code, to disburse funds for emergency management grants to eligible recipients; and

B. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

C. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

D. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2002 and shall end June 30, 2003 unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement. Final requests for reimbursement shall be submitted no later than thirty (30) days after the termination date of the Agreement. Any requests received after August 15, 2003, may, in the discretion of the Department, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

(4) MODIFICATION OF CONTRACT: REPAYMENTS

- (a) Any extension of this Agreement will be reviewed on a case-by-case basis. No extension will be considered unless Recipient is in compliance with the terms and conditions of this Agreement, or Recipient provides credible evidence that the extension is needed to complete the Scope of Work due to circumstances beyond its control. Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
- (b) All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

- (a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee,

Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

- (1) If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
  - (2) Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
  - (3) Records relating to real property acquisition shall be retained for five years after closing of title.
- (b) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.
- (c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) REPORTS

- (a) At a minimum, the Recipient shall provide the Department with quarterly Financial History (Form 1) and quarterly Status (Form 2) Reports, and a final Close Out (Form 5) Report.
- (b) Quarterly Financial History (Form 1) and quarterly Status (Form 2) Reports are due to the Department no later than **fifteen (15)** days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the Close Out Report (Form 5). The ending dates for each quarter of the program fiscal year are September 30, December 31, March 31 and June 30.

- (c) Reimbursement Request (Form 3) and Detail of Claims (Form 4a-f) are to be filed simultaneously, as needed.
- (d) The Close Out (Form 5) Report is due **forty-five (45)** days after termination of this Agreement or upon completion of the activities contained in this Agreement.
- (e) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within **fifteen (15)** days after the specified due date and with thirty (30) days prior written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Scope of Work, Attachment A.
- (e) Upon reasonable notice, the Recipient shall provide such additional reports, program updates or information as may be required by the Department.

(7) MONITORING

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and the Scope of Work, Attachment A, is being accomplished within the specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and shall be reported in accordance with the reporting requirements of Section (6). In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Florida Statutes, (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to

comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY

- (a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.
- (b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) NONCOMPLIANCE; DEFAULT; REMEDIES; TERMINATION

- (a) If the Recipient fails to comply with any term applicable to an award under Rule Chapter 9G-19, Florida Administrative Code, or this Agreement, the Department may take one or more of the following actions, as indicated by the attendant circumstances:
  - (1) temporarily withhold cash payments, pending correction of the deficiency, or withhold the final ten (10) percent of the grant award until the final work product is completed, submitted and determined to be acceptable by the Department;
  - (2) disallow all or part of the cost of the activity or action not in compliance;
  - (3) suspend or terminate the award;
  - (4) disallow future participation in the program or funding provided under this rule chapter;

- (5) recover all funds provided under the current award.
- (b) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Governor's Office of Policy and Budget, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
- (1) if any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
  - (2) if any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department;
  - (3) if any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
  - (4) if the Recipient has failed to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment A.
- (c) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:



- (1) terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;
  - (2) commence an appropriate legal or equitable action to enforce performance of this Agreement;
  - (3) withhold or suspend payment of all or any part of a request for payment;
  - (4) exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
  - (5) exercise any other rights or remedies which may be otherwise available under law.
- (d) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- (e) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (f) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.
- (g) This Agreement may be terminated by the written mutual consent of the parties.

- (h) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.
- (b) The name and address of the Department contract manager for this Agreement is:

Ms. Debbie Wonsch, Manager  
Emergency Management Preparedness and  
Assistance Grants Program  
Department of Community Affairs  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 413-9894  
Fax: (850) 488-7842  
Email: Debbie.Wonsch@dca.state.fl.us

- (c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

JEFF MANNING - EMERGENCY MANAGEMENT  
490 63rd Street Ocean  
Marathon, FL 33050  
Telephone: 305/289-6325  
Fax: 305/289-6333  
Email: manning-jeff@monroecounty-fl.com

- (d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address and telephone number of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the

Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

- (b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of

thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(12) AUDIT REQUIREMENTS

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Recipient is a non-state entity as defined by Section 215.97, Florida Statutes, and in the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in paragraph 12(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes, this includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

(e) Report Submission:

- (1) The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
- (2) The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreements and other revenue by sponsoring agency and Agreement number.
- (3) Copies of financial reporting packages required under this Paragraph 12 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Department of Community Affairs  
Division of Emergency Management  
Finance and Logistics Management Section  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- (4) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (5) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- (f) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.
- (g) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.
- (h) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.
- (i) The Recipient shall have all audits completed in accordance with Section 215.97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes, the IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS

The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A, Scope of Work
- Attachment B, Program Statutes and Regulations
- Attachment C, Grantee's Advance Justification
- Attachment D, Contractual Forms Packet

(16) FUNDING/CONSIDERATION

- (a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$20,415 subject to the availability of funds. Funds received under the Emergency Management Preparedness and Assistance Trust Fund shall not be used to supplant existing funds.
- (b) The Recipient shall establish a separate account code in an interest bearing Account for tracking all deposits, expenditures and interest pertaining to an award. A separate account code shall be established for each award received. The interest earned on said account (s) shall be remitted

promptly to the Department, but no later than ninety days after the completion of the Agreement.

- (c) Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. However, no advance will be authorized where the Scope of Work, Attachment A, prohibits disbursing funds prior to the Recipient's submission of documentation showing compliance with applicable standards and requirements noted in the Scope of Work, Attachment A.

1. ☒ No advance payment is requested.
2. ☐ An advance payment of \$\_\_\_\_\_ is requested.  
**The Scope of Work, Attachment A, does not prohibit disbursing funds prior to compliance with applicable standards and requirements.**

- (d) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work, Attachment A, of this Agreement.
- (e) Recipient agrees to perform the project identified in said application utilizing the funds provided under this Agreement, supplemented by any funds represented in said application as matching funds. Recipient shall not expend more than five percent (5%) of the total funds awarded for administrative expenses. "Administrative expenses" means the direct costs of staff managing the project and other direct costs for managing the project, as well as the applicant's indirect rate, if any, applied to those direct costs of management. The sum total of direct and indirect costs identified shall not exceed five percent (5%) of the total funds awarded from the trust fund for the project.

(17) STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

- (a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature,



and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

- (b) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (c) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.
- (d) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement.
- (e) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.
- (f) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) STATE LOBBYING PROHIBITION

No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(19) EQUIPMENT AND PROPERTY MANAGEMENT

If the Scope of Work, Attachment A, contemplates the acquisition of equipment, the Recipient agrees to use said equipment for emergency management purposes only, and to properly maintain and repair said equipment. Recipient shall establish adequate maintenance procedures to keep the equipment in proper working condition. Recipient shall establish a control system to insure adequate safeguards to prevent loss, damage or theft of the equipment. Recipient shall promptly advise the Department of any loss, damage or theft affecting said equipment. Recipient

shall make this equipment available to the Local Emergency Management Agency established pursuant to Section 252.38, Florida Statutes, and to the State of Florida, upon request, in the event said equipment is needed for emergency management purposes. Recipient shall not sell, lease, rent, encumber or dispose of said equipment without the written permission of the Department.

(20) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

- (a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- (b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copy rightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.
- (c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(21) PUBLICATIONS AND PUBLICITY

The Recipient shall, in publicizing, advertising, or describing the project, state: "Sponsored by the State of Florida, Division of Emergency Management." If the

project is displayed or referenced in written material, the words, "State of Florida, Division of Emergency Management", shall appear in the same size letters or type as the name of the Recipient.

(22) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) VENDOR PAYMENTS

Pursuant to Section 215.422, Florida Statutes, the Department shall issue payments to vendors within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within forty (40) days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1), Florida Statutes. The interest penalty shall be paid within fifteen (15) days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SAMAS # \_\_\_\_\_

FEID# \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

BY: \_\_\_\_\_

NAME AND TITLE: W. Craig Fugate, Division Director

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY Suzanne A. Hutton  
SUZANNE A. HUTTON  
DATE 1/30/03

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program -0-

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: -0-

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: Department of Community Affairs

Catalog of State Financial Assistance Title: State, Local and Private Projects

Catalog of State Financial Assistance Number: 52.009

State Grant Amount: \$ 20.415

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code

## Attachment A

### Scope of Work

The information and representations contained in the grant application submitted to the Department by the Recipient and evaluated pursuant to Rule Chapter 9G-19, Florida Administrative Code, are hereby incorporated by reference into this Agreement.

If the Recipient succeeds in acquiring products or services for less than the budgeted amount, then it must notify the Department and request authorization to apply the unexpended funds to the project, identifying the proposed use for the unexpended funds. If the unexpended funds can be applied to enhance the project through acquisition of additional equipment or services which will provide the same benefit as the approved project, then the Department may approve the use of the unexpended funds.

The recipient, Monroe County Emergency Management, shall purchase the tower and associated electronic and hardware equipment as in the grant application proposed budget. The purchasing process shall be in accordance with County, State and, if applicable, Federal purchasing requirements, rules and regulations.

Any equipment purchased by grant funding that is capable of emitting radio frequency energy shall be properly licensed by the Federal Communications Commission and shall be in compliance and accordance with the communications plans of the Division of Wireless Technology (formerly the Division of Communications) of the Florida Department of Management Services.

All wiring, cabling and interfacing of equipment to be purchased under the grant to other equipment, whether purchased under the grant or existing, will be in compliance with applicable electrical and building codes and good engineering practice. All electrical and electronic equipment purchased using grant funds will be Underwriters Laboratory approved.

Contractors performing work in accordance with the grant application will be properly licensed, bonded, certified and permitted in accordance with Federal, State, County and/or local requirement and all work performed will be done in a professional, workmanlike manner.

All communications devices and equipment and all data processing and messaging systems purchased and installed will be compatible with similar systems operated by the Monroe County Emergency Operations Center and with the State of Florida Emergency Operations Center.

The recipient will provide to the Division of Emergency Management the following, prior to or with the final progress report:

- 1) Standard Operating Procedures for the operation of the equipment and services obtained under the terms of this grant including but not limited to extent of use, responsible parties and procedures for operating and using the system during routine and disaster conditions;

- 2) A training schedule for the operators of the equipment and system.
- 3) A list of the equipment purchased, showing installed location, manufacturer and model and serial numbers.
- 4) A diagram of the finished system, showing the as-built configuration.
- 5) The results of all tests and acceptance trials of the equipment, a copy of the syllabus used for the training and the attendance list(s), by name and title, of the applicant's staff or employees attending the training.

As identified by the timeline in the letter dated June 20, 2002, the recipient will provide in each quarterly status report an updated timeline that identifies all tasks completed, dates of completion, tasks to be completed within the next quarter along with the proposed completion dates.

A comprehensive test of the system will be held prior to the submission of the final progress report and request for payment. The test will include exercising the system to its capacity, testing the procedures and instructions for operation, defining the areas of coverage and the preparation of a test result, which shall be included in the final progress report.

The Recipient will not be providing any match to the project as was proposed and approved in the application.

## Attachment B

### Program Statutes and Regulations

1. Chapter 252, Florida Statutes
2. Rule Chapter 9G-19, Florida Administrative Code
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code
6. Chapter 215.97, Florida Statutes (Audit Requirements)
7. Chapter 215.34(2), Florida Statutes
8. Chapters 10.550 (local government entities) or 10.650 (non-profit organizations),  
Rules of the Auditor General
9. OMB Circular A-133 (if applicable)
10. Section 112.061, Florida Statutes
11. 8 U.S.C., Section 1324a(e) [Section 27A(e) of the Immigration  
and Nationality Act ("INA")]
12. Section 768.28, Florida Statutes
13. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.)
14. OMB Circulars A-87 and A-102
15. Chapter 216.181(16), Florida Statutes
16. 48 Code of Federal Regulations, Part 31, if applicable

**Attachment C**

**Grantee's Advance Justification**